

**SO ORDERED**



  
WENDI L. LIPP  
U. S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
Greenbelt Division

IN RE:

Danny Allred  
Debtor(s)

Bankruptcy No. 15-25729 WIL  
Chapter 13

\* \* \* \* \*

U.S. Bank Trust National Association, as  
Trustee for Towd Point Master Funding Trust  
2014-R4

Movant

v

Danny Allred

Respondent(s)

and

Timothy P. Branigan

Trustee

\* \* \* \* \*

**CONSENT ORDER MODIFYING STAY**  
**3107 Dynasty Dr, Forestville, MD 20747**

A Motion for Relief from Stay having been filed by U.S. Bank Trust National Association, as Trustee for Towd Point Master Funding Trust 2014-R4, the Movant and the

Debtor(s) enter into the following factual stipulations:

A. The Subject Property of this Order is known as 3107 Dynasty Dr, Forestville, MD 20747, and is owned by the Respondent(s). It is encumbered by a Deed of Trust is dated December 10, 2007 and is recorded among the Land Records of Prince Georges County, MD in Liber 11634 at Folio 683 . The Deed of Trust Note is held by U.S. Bank Trust National Association, as Trustee for Towd Point Master Funding Trust 2014-R4.

B. Post-Petition arrearages under the Deed of Trust have accrued since November 12, 2015, the date of the filing of this case.

The post-petition arrears as of June 14, 2017 are:

Post-petition payments May 1, 2017 due	1 at \$1,217.18	\$1,217.18
Post-petition payments June 1, 2017 due	1 at \$1,208.25	\$1,208.25
Grand Total	at	\$2,425.43

UPON CONSIDERATION OF THE FOREGOING, and of the Consent of the parties as subscribed below, it is thereupon, by the United States Bankruptcy Court for the District of MARYLAND,

ORDERED that the Motion for Relief from Stay be and is hereby GRANTED, on the following conditions:

The Debtor(s) shall, time being of the essence:

1. Commence making the regular monthly payment of \$1,208.25, beginning July 1, 2017. The amount may be adjusted for subsequent escrow analysis or for any interest rate adjustment required by the Note.

2. Pay the remaining Post-Petition arrearage in 6 equal payments beginning July 1, 2017, each in the amount of \$1,208.25, and continuing on the same day of each following month until paid. Debtor will provide to Movant evidence of any post-petition payments for which Debtor has evidence of making and believes has not been given credit for. Upon confirmation by the Movant of receipt of said payment(s), Movant will give Debtor credit for the un-credited post-petition payments.

3. Payments under Paragraphs 1 and 2 above shall be transmitted to U.S. Bank Trust National Association, as Trustee for Towd Point Master Funding Trust 2014-R4, , and each must contain a reference to Lender's Loan No.

ORDERED, that if any regular or arrears payment required to be made by this Order is not made as provided herein, Movant or its attorney may mail, by first class mail, postage prepaid, a AFFIDAVIT OF DEFAULT to Debtor and counsel, which notice will provide that the default must be cured by 3:00 o'clock p.m. on a date specified therein, which shall not be earlier than the 11th day after the date of the mailing of the AFFIDAVIT OF DEFAULT if the 11th day is a regular business day, otherwise extended to the next following regular business day. Cure consists of payment of the missed payments, any late charge accrued on such missed payments and attorney's fees and costs for providing the AFFIDAVIT OF DEFAULT, and any other payments becoming due under the terms of this Consent Order between the date of the Affidavit of Default and before the actual tender of the curing payment, but only 2 such cure opportunities are allowed by this Order and any subsequent default shall be deemed uncurable. This CURE PAYMENT MUST be made by money order, cashier's check or certified check, payable to the Order of U.S. Bank Trust National Association, as Trustee for Towd Point Master Funding Trust 2014-R4 and delivered to Attn: Remittance Processing, PO Box 65450, Salt Lake City, UT 84165-0450, or 174 Waterfront Street, Suite 400, Oxon Hill, MD 20745, no later than 3:00 o'clock p. m. on June 28, 2017. If debtor wishes to submit payment to counsel's office, they shall call counsel's office at (301) 599-7700 for further instructions on submitting payments to our office, and it is further,

ORDERED, that there is no additional stay provided by Bankruptcy Rule 4001(a)(3), and it is further,

ORDERED, that Moving Party and/or its successors and assigns may, at its option, offer, provide and enter into a potential forbearance agreement or loan modification or other loan workout/loss mitigation agreement not otherwise requiring court approval. The Moving Party may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement, and it is further,

ORDERED, that the failure to cure in a timely manner or a breach for which cure is not permitted shall be evidenced by a Certificate of Default and Notice that Automatic Stay is Terminated, and upon the filing of such a Certificate, the provisions of the following decretal paragraphs apply, without the necessity of any further court order, and it is further,

ORDERED, that upon the filing of such a Certificate, the Stay imposed pursuant to 11 U.S.C., Section 362(a) against any acts of the noteholder to enforce the provisions the Deed of Trust described in Paragraph "A." hereof, including but not limited to foreclosure pursuant to any power of sale, and the recovery of possession, is hereby terminated, with respect to the Subject Property of this Order, and it is further,

ORDERED, that in the event of the conversion of this case to Chapter 7, Debtor shall have ten days from the mailing of a Affidavit of Default specifying the amount to fully reinstate

the loan by paying all pre and post petition arrearages and in the event Debtor shall fail to do so, stay is terminated as provided in the immediately proceeding paragraph of this Order, upon the filing of a Certificate of Default and Notice that Automatic Stay is Terminated, and it is further,

ORDERED, that provided this case remains open, a copy of the Auditor's Report and a Report of Sale be filed in this Court within ten (10) days of final ratification of the Auditor's Account by the Circuit Court.

Approved as to form and content:

/s/ Krysta L. Kerr

Krysta L. Kerr, Esquire  
Attorney for Movant

/s/Joy P. Robinson

Joy P. Robinson  
Attorney for Debtor

I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by the /s/\_\_\_\_ on this copy reference the signatures of consenting parties on the original consent order.

/s/ Krysta L. Kerr  
Attorney for Movant

Copies to be mailed to:

Krysta L. Kerr, Esquire  
BP Fisher Law Group, LLP

Danny Allred

Joy P. Robinson

Timothy P. Branigan

Matter No.: 15-03155

**"END OF ORDER"**